



C-09-011

Contract # 4968  
(obtain from City Clerk)

## CONTRACT REVIEW/APPROVAL ROUTING FORM

### INSTRUCTIONS:

#### 1. First time original contracts

- Contact City Clerk's Office for Contract Number
- One copy of the Contract Routing Form
- Two original contract documents

#### 2. Amendments/Change Orders

- Contact City Clerk's Office for a NEW Contract Number
- One copy of the Contract Routing Form
- Two original amendments/change orders
- One copy of the original contract

DEC 16 2008  
CITY CLERK  
CITY OF SHORELINE

### CONTRACT DESCRIPTION

Originator:	Scott MacColl	Routed by:	Tavia Tan
Department/Division:	City Manager's Office	Date:	November 24, 2008
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	<input type="checkbox"/> (GR) Grants <input checked="" type="checkbox"/> (S) Purchase of Services		
	<input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Federal Lobbying Services		
Brief Description of Services:	Provide lobbying and advisory services to the City for its federal legislative and administration advocacy activities.		
Contract Modification:	Has the original contract boilerplate language been modified?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list which sections have been modified:			
Bid/RFP Number:			
Name of Consultant/Contractor:	The Johnston Group		
Effective Date:	1/1/2009	Termination Date:	12/31/2009

### Total Amount of Contract (including reimbursable expenses):

Org Key - Obj Number:	1300-007-5410	Amount:	\$45,500.00	J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	
Org Key - Obj Number:		Amount:		J/L Number (if required):	

Budget: Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): Monthly payments

Remarks: Contract engages services of Jake Johnston of The Johnston Group to provide lobbying and advisory services for the City's federal advocacy activities.

### SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director	<input type="checkbox"/> 6. City Council approval (if required)
<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager
<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 9. Originating Department
<input type="checkbox"/> 5. Department Director	

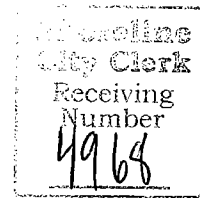
### PRIOR TO EXECUTION - MUST BE ATTACHED

#### For Public/Small Works Contracts:

- ☐ Contractor Responsibility Form
- ☐ Contract Bond/In Lieu of Form
- ☐ Certificate of Insurance
- ☐ W-9 Form

#### For Service Contracts:

- ☐ Certificate of Insurance
- ☐ W-9 Form



Contract No. 4968

Brief Description: Federal lobbying services

## **CITY OF SHORELINE AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and The Johnston Group, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide lobbying and advisory services regarding its federal legislative and administrative advocacy actions; and

WHEREAS, the City has selected Jake Johnston, President, The Johnston Group to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

### **1. Scope of Services to be Performed by the Consultant.**

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

### **2. Compensation.**

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$45,500, including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

### **3. Term.**

- A. The term of this Agreement shall commence January 1, 2009 and end at midnight on the 31st day of December, 2009.

### **4. Termination.**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

**5. Ownership of Documents.**

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

**6. Independent Contractor Relationship.**

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

**7. Hold Harmless.**

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

**9. Delays.**

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

**10. Successors and Assigns.**

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

**11. Nondiscrimination.**

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

**12. Notices.**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager  
City of Shoreline  
17544 Midvale Avenue N.  
Shoreline, WA 98133-4921  
(206) 546-1700

Consultant Name: Jake Johnston, President  
Name of Firm: The Johnston Group  
Address: 2400 NW 80<sup>th</sup> St, #191  
Address: Seattle, WA 98117  
Phone Number: (206) 240-3133

**13. Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

**14. General Administration and Management.**

The City's contract manager shall be (name and title): Scott MacColl, Intergovernmental Program Manager.

**15. Severability.**

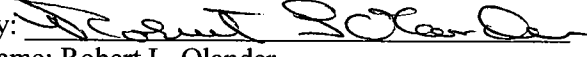
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**16. Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

**CITY OF SHORELINE**

By:   
Name: Robert L. Olander  
Title: City Manager


Date: 12/15/08

**CONSULTANT**

By:   
Name: Jake Johnston  
Title: President, The Johnston Group

Date: 12/8/2008

Approved as to form:

By:   
Flannary P. Collins  
Assistant City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

# **EXHIBIT A**

## **CITY OF SHORELINE**

### **Scope of Services and Compensation**

Works with the City's identified federal legislative priorities to advance the City's position on issues before the US Congress and Executive Branch, including:

#### **Prepare and Support Shoreline's FY'10 Federal Appropriations Requests**

- Advise the City about the creation of collateral materials for federal funding requests.
- Work with the City to identify potential supporters for our requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests and ensure compliance with all deadlines.
- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the City of Shoreline.
- Contact key congressional staff to obtain support for the City's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the City.

#### **DC Lobbying Meetings**

- Schedule meetings in Washington, D.C. with City of Shoreline representatives and Congressmen Inslee, Congressman McDermott, Congressman Reichert and Senators Murray and Cantwell. We may also schedule meetings with Congressman Larsen given his committee assignment on the House Transportation Committee.
- Include the D.C.-based liaison for the Washington Governor as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for appropriations requests and meetings with City of Shoreline representatives.
- Attend meetings in Washington, D.C.
- Prepare City of Shoreline officials for congressional meetings.
- This proposal includes options for two distinct trips to Washington, D.C. for the City of Shoreline, one before March 31, 2009 and the other at a time to be determined.

#### **Involvement of City Elected Officials**

- Issue monthly activity reports to City representatives detailing specific actions taken on the City's behalf.
- Engage the city's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the City about district-based lobbying activities to further the City's legislative and federal funding priorities, including meetings in Shoreline with members of the federal delegation, participation in congressional-sponsored events in Washington State

and the creation of media or community events where the City could host targeted Members of Congress.

**Delegation Engagement with the City of Shoreline**

- Solicit support from Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for each of the city's appropriations requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the city from district congressional staff to get a first-hand look at the city's projects and hold an in-depth discussion about the city's plans.
- Solicit support from Congressman Jay Inslee, Senator Patty Murray and Senator Maria Cantwell for the relevant city grant applications as appropriate.

The consultant will bill the City of Shoreline for time and expenses on a monthly basis. Total cost of this contract, including expenses shall not exceed \$45,500.